

## DEFERRAL PAYMENT SERVICES TERMS

### 1. INTRODUCTION AND PURPOSE

These Deferral Payment Services Terms (the “**Terms**”) provide the rules, terms and conditions of the Deferral Payment Services provided by **Oriflame Holdings BV** - Hoogstraat 8.5462 CX Veghel, the Netherlands (“**Oriflame**”) and available to **Brand Partners** and supersede any and all previous agreements, terms, representations or undertakings.

The purpose of Deferral Payment Services is to support the Brand Partners on their activities with Oriflame by allowing them to pay their purchases after the date of delivery of the Products or Services (the “**Deferral Payment Services**”).

### 2. ELIGIBILITY

2.1 Oriflame will decide, modify, and change the conditions of eligibility for Brand Partners to apply and receive Deferral Payment Services.

2.2 To be eligible to apply for Deferral Payment Services, Brand Partners are required to meet the following requirements:

- (i) be a registered Brand Partner with Oriflame; and
- (ii) be in full compliance with all Brand Partner’s obligations under the Brand Partner Agreement; and
- (iii) be at least 18 years of age; and
- (iv) have no debts of any kind with Oriflame; and

### 3. APPLICATION

To apply for any Deferral Payment Services, Brand Partners are required to:

- (i) accept these Terms; and
- (ii) follow and complete the application process as provided in these Terms and the Deferral Payment Services Collections Procedure; and
- (iii) provide the following information:
  - first and last name
  - Date of birth
  - registered address
  - e-mail address
- (iv) Oriflame may request documents to verify the information provided by the Brand Partners at the extent permitted by applicable the data privacy applicable laws; and
- (v) Agree to statement *“You may undertake a search with Experian for the purposes of verifying my identity. To do so Experian may check the details I supply against any particulars on any database (public or otherwise) to which they have access. They may also use my details in the future to assist other companies for verification purposes. A record of the search will be retained”*

### 4. DEFERRAL PAYMENT LIMITS

4.1 The available Deferral Payment Limits for Brand Partners are:

Level	Order/BPs	Limit Amount	Payment Date	Conditions
1	Order for 100 BPs	GBP [100]	[21] days	To have placed and paid an order of 44 GBP
2	Orders above 100 BPs	Above GBP [100]	[21] days	Needs to be requested

4.2 Oriflame has the right at any time to determine and amend the limits of the Deferral Payment Services and its payment terms as indicated in these Terms. Any increase of the limits of the Deferral Payment Services is subject to the full payment of all amounts due to Oriflame by the Brand Partner.

4.3 The Brand Partners registered in the United Kingdom and the Brand Partners registered in the Republic of Ireland agree to pay to Oriflame an Administration Fee of £1.00 (one British pound) for each order paid under Deferral Payment Services.

## 5. AUTHORIZATION

4.1 All Deferral Payment Services applications are subject to the verification and approval of Oriflame. The verification and approval of any Deferral Payment Services is performed at the sole discretion of Oriflame.

4.2 Oriflame is entitled to check the existence and veracity of the data provided by the Brand Partners and in specific their financial capacity, as well as any other information that Oriflame determine as necessary at any time. The Brand Partner shall provide true and valid information when applying for any Deferral Payment Services and later at any time upon Oriflame's request. The Brand Partner agrees that Oriflame may also use external financial systems, public and official available data, credit bureaus, lists and registers to confirm the existence of the Brand Partner and the data provided by them, as well as their financial capacity or the financial capacity of the Guarantor or members of their Brand Partner network. During the verification process the personal data of the Brand Partners may be processed by Oriflame and by third parties. The details of such processing, its legal basis and purposes are described in the relevant privacy notices.

4.3 The Deferral Payment Service is only available to those Brand Partners who have completed the application process and successfully passed the verification process. Oriflame may notify to the Brand Partner when the Deferral Payment Services are approved, however, Oriflame is not obliged to provide to the Brand Partner any reason for the rejection of any Deferral Payment Service application. However, the rejection of any Deferral Payment Service application may occur because of:

- (i) the Brand Partner, the Guarantor or any other member of the Brand Partner network has outstanding debts of any kind owed to Oriflame; and/or
- (ii) the Brand Partner has provided Oriflame with outdated, incorrect or false information; and/or
- (iii) Oriflame was not able to verify or confirm the application or the information provided by the Brand Partner; and/or
- (iv) Oriflame has received a negative report about the financial capacity of the Brand Partner; and/or
- (v) the Brand Partner infringes the provisions of these Terms and of the Brand Partner Agreement; and/or
- (vi) the Brand Partner infringes the applicable laws.

5.5. Any Deferral Payment Services authorization is personal and non-transferable.

5.6 Oriflame has the right at any to time to cancel any Deferral Payment Services authorization. In the event that Oriflame decides to cancel any Deferral Payment Services authorization the Brand Partner shall pay the full amount due immediately including any additional charges.

## 6. LATE PAYMENTS

6.1 If the Brand Partner fails to pay any order under any Deferral Payment Services within the applicable payment term, the Brand Partner is obliged to pay the order immediately pursuant to these Terms and the Brand Partner Terms and Conditions.

6.2 Prior to the due date for payment of any order under a Deferral Payment Service Oriflame may send to the Brand Partner reminders by email or other messaging systems. Failure of sending or receiving a payment reminder does not release Brand Partner from the obligation to pay the amounts due on time pursuant these Terms.

6.3 In the event of delays on payments of any order under a Deferral Payment Service, Oriflame has the right to take, independently or with the assistance of third-parties, actions aimed to recover, including in particular:

- (i) to initiate collection actions, including telephone, SMS, e-mail or written communications; and/or
- (ii) to pass on debts owed by the Brand Partner to collection agencies or other parties providing the aforementioned services, which will carry out the collection activities; and/or
- (iii) placing data on unpaid debts in the registers of business information or credit bureaus; and/or

(iv) the sale of receivables via online debt exchanges.

- 6.4 The Brand Partners registered in the United Kingdom and Republic of Ireland agree that Oriflame or any third-party collection agency may charge additional collection fees in the amount of £ 5 at 21 days overdue.
- 6.5 The Brand Partner recognizes and agrees that Oriflame is entitled to transfer any receivables from unpaid orders under any Deferral Payment Service by a Brand Partner to third-parties.
- 6.6 Oriflame shall be entitled to prevent any Brand Partner to apply and use the Deferral Payment Services or place new orders for an indefinite period of time in the event of none or late payment of any order under a Deferral Payment Service. The blockade shall not be lifted until the Brand Partner has paid all amounts owed to Oriflame including interest and other fees charged by Oriflame pursuant to these Terms. The blockade can only be removed by Oriflame on its own discretion.
- 6.7 The Brand Partner hereby authorises Oriflame to set off any amounts the Brand Partner is entitled to receive from Oriflame as part of his cooperation with Oriflame against any debt owed to Oriflame, including any administration fees, interests and collection fees.

## 7. GUARANTOR

Oriflame may require to any Brand Partner who apply for any Deferral Payment Services to provide a Guarantor that will be liable jointly and severally for all and each one of the Deferral Payment Services obligations assumed by the Brand Partner pursuant to these Terms (the “**Guarantor**”). Any Brand Partner, who is a Sponsor, may be acting as a Guarantor who must be previously authorised by Oriflame to use the Deferral Payment Services and have agreed to these Terms. By accepting these Terms, the Guarantor waives the benefits of order and execution, or any other similar benefits provided by the applicable laws, therefore, Oriflame may directly request to the Guarantor for the fulfilment and payment of any of the obligations assumed by the Brand Partner pursuant to these Terms without being obliged to enforce them in first place with such Brand Partner.]

## 8. GENERAL PROVISIONS

- 8.1 If any provision of these Terms is held to be unlawful, void or for any reason whatsoever unenforceable, the invalidity of that provision shall not affect the validity of the rest of these Terms.
- 8.2 These Terms are separate, but complementary and part of the Brand Partner Agreement and are available at <https://uk.oriflame.com/terms-and-conditions/consultant>. Except for the specific definitions and provisions specified under these Terms, any other provisions and definitions of the Brand Partner Terms and Conditions, including the Success Plan, the Code of Ethics and the Rules of Conduct, and Privacy Policy shall apply. In the event of any inconsistency between these Terms and the Brand Partner Terms and Conditions, the Brand Partner Terms and Conditions shall take priority. Further, in the event of any inconsistency between these Terms and the Deferral Payment Services Collection Procedures, these Terms shall take priority.
- 8.3 These Terms are accepted and concluded in electronic form at the time an order is placed by the Brand Partner. Brand Partners shall print or save and retain a copy of these Terms. Notwithstanding, Oriflame at any time may require the Brand Partner to sign and send these Terms to Oriflame within the following five (5) business days any Deferral Payment Services authorization, otherwise Oriflame will immediately cancel the Deferral Payment Services authorization.
- 8.4 Oriflame reserves the right to unilaterally update, terminate and modify these Terms at any moment and at its sole discretion for which the Brand Partner will be properly notified in advance. Any such changes of these Terms shall be accepted by the Brand Partner as a condition for continuing accessing and using the Deferral Payment Services. Oriflame will consider that Brand Partner have accepted the changes if the Brand Partner continues ordering Products requesting and using any Deferral Payment Services.

- 8.5 The Brand Partner by placing an order under these Terms warrants and agrees that he/she does not apply for any Deferral Payment Services for the purposes of consuming the Products and therefore he/she is not a consumer for the purposes of these Terms and therefore any application for any Deferral Payment Services aims to support his/her activities with Oriflame.
- 8.6 These Terms shall be governed by the laws of the United Kingdom. Any disputes arising in connection with these Terms shall first be resolved amicably. In the absence of an agreement, such disputes shall be resolved as provided in the Brand Partner Terms and Conditions.